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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IRON MAIDEN HOLDINGS LIMITED,)	CIVIL CASE NO.
)	
)	
Plaintiff,)	COMPLAINT FOR
)	TRADEMARK
v.)	INFRINGEMENT AND
)	<u>UNFAIR COMPETITION</u>
3D REALMS ENTERTAINMENT ApS,)	
)	
)	
Defendant.)	
)	
)	

Plaintiff, Iron Maiden Holdings Limited, alleges as follows for its complaint:

I. JURISDICTION

1. This is an action for injunctive relief and damages arising under the United States Trademark Act of 1946, 15 U.S.C. § 1051 et seq., as amended, (e.g., 15 U.S.C. § 1114 et seq., 15 U.S.C. § 1125 et seq., and 15 U.S.C. § 1126 et seq.),

1 California statutory law and the common law relating to trademark and trade name
2 infringement and unfair competition. Subject matter jurisdiction over this action is
3 conferred upon this Court by 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a)
4 and (b).

5 2. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction
6 over Plaintiff's California state law claims because those claims are substantially
7 related to Plaintiff's federal Lanham Act claims.

8 3. This Court has personal jurisdiction over Defendant and venue is
9 proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because Defendant
10 resides in this District, is doing business in this District, a substantial portion of the
11 activity about which Plaintiff complains has taken place in this District and/or
12 Defendant has distributed the video game that infringes upon Plaintiff's rights in
13 and/or into this District.
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15 **II. THE PARTIES**

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18 4. Plaintiff, Iron Maiden Holdings Limited ("Iron Maiden" or
19 "Plaintiff") is a United Kingdom Company, having its principal place of business
20 at Bridle House, 36 Bridle Lane, London W1F 9BZ, United Kingdom.

21 5. Defendant 3D Realms Entertainment ApS ("3D Realms") is a Danish
22 Limited Liability Company, having its principal place of business at Ledvogtervej
23 190, Stoevring, Denmark.

24 6. Defendant conducts business in interstate commerce by distributing
25 video games throughout the United States.
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III. NATURE OF THE ACTION

7. This is a civil action for trademark infringement, dilution, and unfair competition arising under Federal and California law and/or the common law. Iron Maiden brings this action against Defendant because Defendant is using Iron Maiden, a confusingly similar version of the Iron Maiden trademark without authorization and is attempting to take advantage of Iron Maiden's worldwide recognition to sell Defendant's products and services. Such use is a violation of Iron Maiden's rights and is likely to cause confusion among the public.

8. Iron Maiden seeks both injunctive and monetary relief as a result of Defendant's knowing, willful and continuing infringement of Iron Maiden's rights.

IV. FACTUAL BACKGROUND

A. Iron Maiden and Its Asserted Trademarks

9. Iron Maiden is a world famous band that formed in 1975. Iron Maiden was a pioneer of the British heavy metal movement and has become one of the most commercially and musically successful bands of all time having recorded more than fifteen studio albums along with live albums and numerous compilations and has sold over 90 million records. Iron Maiden has also released eighteen different video projects. Iron Maiden has staged over 2,000 concerts across 63 countries. In 2018 alone, Iron Maiden played to over 750,000 fans in Europe on the first leg of its current world tour. Iron Maiden will commence its United States tour on July 18, 2019 and will perform approximately 27 concerts in the United States.

1 10. Iron Maiden has received more than 400 accolades, awards and
2 nominations, including Grammy Nominations for Best Metal Performance in 1994
3 and 2001 and the BRIT Award for Best British Live Act in 2009. VH1 has ranked
4 Iron Maiden at Number 24 in its “100 Greatest Artists of Hard Rock” and MTV
5 placed Iron Maiden fourth in its “Top 10 Greatest Heavy Metal Bands of All
6 Time.” Kerrang Magazine named Iron Maiden as the most important band of the
7 last 25 years.

8 11. In 2002, Iron Maiden won the Ivor Novello Award for international
9 achievement. The band was also inducted into the Hollywood Rock Walk in 2005.
10 Iron Maiden has had eight albums certified as Gold and five albums certified as
11 Platinum in the United States. Iron Maiden also has numerous Silver, Gold and
12 Platinum album awards throughout the world. Iron Maiden received the Online
13 Metal Award for Best Tour and Artist of the Year in 2003.

14 12. Iron Maiden continues to sell and license the sale of a huge variety of
15 IRON MAIDEN merchandise. Said merchandise includes, but is not limited to,
16 computer games, clothing, beer, mugs, posters, watches, jewelry, belt buckles, key
17 rings, goblets, flags, banners, coasters, patches, decals, playing cards, magnets,
18 shoelaces, glow sticks, drum sticks, wristbands, skateboards and candle holders.
19 Said merchandise is sold at Iron Maiden concerts and at retail stores around the
20 world and through Internet sites. More than six million dollars’ worth of licensed
21 Iron Maiden merchandise has been sold in just the last 12 months.

22 13. Iron Maiden began selling Iron Maiden computer games in 1999 and
23 has provided computer games online since August 2015 in the United States.

24 14. Iron Maiden released its first video game named “Ed Hunter” in 1999
25 and has sold approximately 58,000 copies of that game. Iron Maiden also released
26 video games named “Flight 666” in 2009 and “Final Frontier” in 2010. In 2015,
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1 Iron Maiden released its “Legacy of the Beast” video game. There have been more
 2 than 700,000 downloads of that game in the United States. The people who
 3 download the game collected approximately 45,000,000 characters which exhibits
 4 that Iron Maiden video game players actively participate in those games because
 5 the amount of characters collected increases with the frequency of playing the
 6 game. Iron Maiden songs have also been featured in numerous other video games
 7 including “Grand Theft Auto: Vice City”, “Guitar Hero for Xbox”, “Guitar Hero
 8 Encore Rocks the 80s”, “Rock Band 2”, “Carmageddon II: Carpocalypse Now”,
 9 “Tony Hawks Downhill Jam”, “Delta Force 2”, “SSX on Tour”, “Guitar Hero II”,
 10 “Guitar Hero III: Legends of Rock”, “Grand Theft Auto IV”, “Madden NFL 10”,
 11 “Grand Theft Auto IV: Episodes from Liberty City”, “Rock Band Blitz”,
 12 “Rocksmith 2014”, “Angry Birds Evolution” and “Tony Hawk’s Pro Skater 4”.

13
 14 15. Through its continued and extensive use of the IRON MAIDEN
 15 trademark, the IRON MAIDEN trademark has become famous and Iron Maiden
 16 has acquired substantial and valuable trademark rights in the IRON MAIDEN
 17 trademark.

18 16. Iron Maiden is also the owner of the IRON MAIDEN trademark
 19 shown below and has used it since at least 1980 as a trademark for posters,
 20 clothing, souvenir concert programs, stickers, beer, calendars, computer games,
 21 photographs and decals.”



25 17. The IRON MAIDEN trademark shown below was duly and lawfully
 26 registered for “inclusion on paper or cardboard products – namely, posters,
 27 souvenir concert programs, stickers, calendars, photographs and decals” on the
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1 Principal Register of the United States Patent and Trademark Office on November
2 27, 1984 as U.S. Reg. No. 1,306,972 (“the ‘972 Registration”).

3
4 The logo for the band Iron Maiden, featuring the words "IRON MAIDEN" in a stylized, blocky, outlined font. The letters are interconnected, with the "I" and "R" in "IRON" being particularly prominent.

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6 18. The IRON MAIDEN trademark shown below was duly and lawfully
7 registered for “Clothing-Namely, T-Shirts, Jerseys, Sweat-Shirts, Hats, Jackets
8 and Leather Wrist Bands” on the Principal Register of the United States Patent
9 and Trademark Office on November 27, 1984 as U.S. Reg. No. 1,307,146 (“the
10 ‘146 Registration”).

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12 The logo for the band Iron Maiden, featuring the words "IRON MAIDEN" in a stylized, blocky, outlined font. The letters are interconnected, with the "I" and "R" in "IRON" being particularly prominent.

13 19. The IRON MAIDEN trademark shown below was duly and lawfully
14 registered for “Entertainment Services-Namely, Live Musical Entertainment
15 Performances Rendered by a Vocal and Instrumental Group” on the Principal
16 Register of the United States Patent and Trademark Office on December 4, 1984
17 as U.S. Reg. No. 1,308,370 (“the ‘370 Registration”). Copies of those registrations
18 are attached hereto as Exhibit A.

19
20 The logo for the band Iron Maiden, featuring the words "IRON MAIDEN" in a stylized, blocky, outlined font. The letters are interconnected, with the "I" and "R" in "IRON" being particularly prominent.

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22 20. The IRON MAIDEN trademark symbolizes business goodwill of Iron
23 Maiden and is an intangible asset of substantial commercial value.

24 21. The IRON MAIDEN trademark distinguishes Iron Maiden as the
25 source of its products and services, is inherently distinctive, and has further
26 become distinctive through the acquisition of secondary meaning.
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1 22. The IRON MAIDEN trademark is a famous mark and represents
2 property of great value and goodwill to Iron Maiden.

3 23. Iron Maiden has extensively advertised and promoted the IRON
4 MAIDEN trademark in the United States and throughout the world for almost forty
5 years through all available media, including, but not limited to, national print
6 publications, broadcast and cable television media, retail merchants, and via the
7 Internet.

8 24. By virtue of its extensive sales and promotion, the IRON MAIDEN
9 trademark has become famous in the trade and to the public.
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11 **B. Defendant's Activities**

12 25. Defendant is selling a video game called Ion Maiden. A picture
13 relating to Defendant's video is attached hereto as Exhibit B. Defendant's Ion
14 Maiden name is nearly identical to the IRON MAIDEN trademark in appearance,
15 sound and overall commercial impression. Defendant also uses the Ion Maiden
16 name to sell merchandise including shirts and mouse pads. (Exhibit C).
17

18 26. Decades after Iron Maiden first used the Iron Maiden trademark,
19 Defendant began using the Ion Maiden name, without authorization, in an effort to
20 confuse consumers into believing Defendant's products and services are somehow
21 affiliated with or approved by Iron Maiden.

22 27. Defendant's misappropriation and use of a virtually identical
23 imitation of the IRON MAIDEN trademark creates a likelihood of confusion
24 among consumers. Customers who view Defendant's video game and
25 merchandise are likely to believe that Iron Maiden is somehow affiliated with
26 Defendant. The results of searches for Ion Maiden merchandise, t-shirts, posters
27 and mouse pads relate to Iron Maiden. (Exhibit D).
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1 28. Without even examining the content of the Ion Maiden video game,
2 confusion is undeniable because of the virtually identical use of the iconic Iron
3 Maiden mark for video games, a product that Iron Maiden has been selling for
4 nearly 20 years, and shirts, a product that Iron Maiden has been selling for nearly
5 40 years. Standing alone, those facts establish likelihood of confusion but there is
6 even more evidence of likelihood of confusion. That evidence includes the fact
7 that Defendant has exhibited its intent to trade off on the Iron Maiden mark by
8 adopting Shelly Harrison as the name of its main character which is an attempt to
9 copy the name of Steve Harris, an Iron Maiden founder and primary songwriter;
10 adopting a similar steel cut font for its Ion Maiden name knowing that Iron
11 Maiden also uses a steel cut font for its iconic Iron Maiden mark; creating a video
12 game that has the same look and feel as the Iron Maiden video game, “Legacy of
13 the Beast”; and choosing to use its Ion Maiden Yellow Bomb emoji in its Ion
14 Maiden video game and merchandise (Exhibits B and C) which is graphically
15 similar to Iron Maiden’s Eddie character who appears in all of Iron Maiden’s
16 video games and virtually all of Iron Maiden’s compact disc covers, t-shirts and
17 other merchandise.
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19 29. There have been numerous instances of actual confusion with Iron
20 Maiden fans believing that Defendants’ Ion Maiden products are related to Iron
21 Maiden. Actual confusion has occurred in online articles and comments about the
22 Ion Maiden video game including Iron Maiden fans: commenting that they were
23 misled into believing that the Ion Maiden game was an Iron Maiden game;
24 clicking on an Ion Maiden online thread thinking that the thread was related to
25 Iron Maiden; reading an article about the Ion Maiden video game waiting for an
26 explained connection to Iron Maiden; wondering the whole time, while reading an
27 article about the Ion Maiden video game, how they (Defendant) got the license to
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1 use the Iron Maiden name (from Iron Maiden); expressing genuine excitement for
2 an Iron Maiden video game; and commenting that “all that’s missing is an ... Iron
3 Maiden soundtrack” and that the Iron Maiden song “Can I Play with Madness”
4 would fit right in.

5 30. In addition, a review of the Iron Maiden game stated that the Iron
6 Maiden name references “Brit Rocker” Iron Maiden.

7 31. Defendant’s infringement is incredibly blatant. Defendant is
8 undoubtedly aware of Iron Maiden’s existence and is attempting to trade off on
9 Iron Maiden’s notoriety because, *inter alia*, Defendant chose to use the virtually
10 exact Iron Maiden trademark and was instructed to cease and desist by Plaintiff.
11 In response thereto, Defendant abandoned its Iron Maiden trademark application
12 but chose to defiantly continue to use its Iron Maiden mark.

13 32. Defendant’s use of a mark that is a virtual imitation of the IRON
14 MAIDEN trademark is clearly intentional and calculated to deceive consumers.
15 Such use constitutes unfair competition, and is intentionally fraudulent, malicious,
16 willful and wanton. This likelihood of confusion results in significant damages to
17 Iron Maiden as a result of the loss of its sales and/or licensing revenue and
18 adverse consumer perception.

19 33. Defendant has no consent, license, approval or other authorization to
20 use the IRON MAIDEN or any mark confusingly similar thereto in connection
21 with its products or services. Defendant’s video games, t-shirts, mouse pads and
22 posters are the same type of products that Iron Maiden sells. Defendant’s goods
23 and services are also offered and sold to the same classes of customers and
24 through the same channels of trade as Iron Maiden’s video games, t-shirts, mouse
25 pads, posters and other products.
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1 34. The IRON MAIDEN trademark is of sufficient fame that,
2 Defendant's use of the Iron Maiden name would result in prospective and actual
3 purchasers of Defendant's goods and services to presume a connection with IRON
4 MAIDEN.

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6 **C. Injury to Iron Maiden and the Public**
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8 35. Defendant's use of a mark that is virtually identical to the IRON
9 MAIDEN trademark is likely to falsely suggest a sponsorship, connection, license,
10 or association of Defendant's goods and services with Iron Maiden and/or Iron
11 Maiden's goods and services, thereby injuring Iron Maiden and the public.

12 36. Defendant's activities have immediately and irreparably harmed and,
13 if not enjoined, will continue to so harm Iron Maiden and its long-used and
14 federally registered IRON MAIDEN trademarks.

15 37. Iron Maiden has no adequate remedy at law.
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17 **- COUNT ONE -**
18 **FEDERAL TRADEMARK INFRINGEMENT**
19 **UNDER 15 U.S.C. § 1114**

20 38. Iron Maiden repeats and realleges each and every allegation set forth
21 in Paragraphs 1 to 37 of this Complaint as if fully set forth herein, and
22 incorporates them herein by reference.

23 39. Despite Iron Maiden's world renown prior rights in the IRON
24 MAIDEN trademark set forth in the Registrations attached as Exhibit A,
25 Defendant has, without the consent of Iron Maiden, used and continues to use in
26 commerce the Iron Maiden name which is a virtually exact imitation of the IRON
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1 MAIDEN trademark, in connection with the sale, offering for sale, distribution,
2 and advertising of Defendant's products and/or services.

3 40. Defendant's actions constitute willful infringement of Iron Maiden's
4 exclusive rights in the IRON MAIDEN trademark in violation of 15 U.S.C. §
5 1114.

6 41. Defendant's use of a virtually exact copy of the IRON MAIDEN
7 trademark has been and continues to be done with the intent to cause confusion,
8 mistake and to deceive customers concerning the source and/or sponsorship of
9 Defendant's products.

10 42. As a direct and proximate result of Defendant's conduct, Iron Maiden
11 has suffered irreparable harm to the valuable IRON MAIDEN trademark, and its
12 reputation in the industry. Unless Defendant is restrained from further
13 infringement of the IRON MAIDEN trademark, Iron Maiden will continue to be
14 irreparably harmed.

15 43. Iron Maiden has no adequate remedy at law that will compensate it
16 for the continued and irreparable harm it will suffer if Defendant's acts are
17 allowed to continue.

18 44. As a direct and proximate result of Defendant's conduct, Iron Maiden
19 has suffered damages to the valuable IRON MAIDEN trademark, and other
20 damages in an amount to be proved at trial.
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- COUNT TWO -
FALSE DESIGNATION OF ORIGIN OR SPONSORSHIP,
FALSE ADVERTISING AND TRADEMARK
INFRINGEMENT UNDER 15 U.S.C. § 1125(a)

45. Iron Maiden repeats and realleges each and every allegation set forth in Paragraphs 1 to 37 and 39 to 44 of this Complaint as if fully set forth herein, and incorporates them herein by reference.

46. Defendant has knowingly used and continues to use in commerce its Iron Maiden name, that is confusingly similar and/or a virtually exact duplicate of the IRON MAIDEN trademark in connection with products that Defendant manufactures, advertises, promotes and sells and services that it renders. Defendant has used a virtually exact duplicate of the IRON MAIDEN trademark knowing that its name will cause confusion with Iron Maiden's products and services.

47. Defendant's use of the Iron Maiden name, to confuse, mislead, or deceive customers, purchasers, and members of the general public as to the origin, source, sponsorship, or affiliation of Defendant's products and services, is likely to cause consumers to believe in error that Defendant's products have been authorized, sponsored, approved, endorsed, or licensed by Iron Maiden or that Defendant is in some way affiliated with Iron Maiden or with the IRON MAIDEN trademark.

48. Defendant's acts constitute false and misleading descriptions, false advertising, and false designations of the origin and/or sponsorship of Defendant's goods and services, and constitute trademark infringement in violation of 15 U.S.C. § 1125(a).

1 49. By reason of Defendant's actions, Iron Maiden has suffered
2 irreparable harm to the valuable IRON MAIDEN trademark. Unless Defendant is
3 restrained from its actions, Iron Maiden will continue to be irreparably harmed.

4 50. Iron Maiden has no remedy at law that will compensate it for the
5 continued and irreparable harm that will be caused if Defendant's acts are allowed
6 to continue.

7 51. As a direct and proximate result of Defendant's conduct, Iron Maiden
8 has suffered damages to the valuable IRON MAIDEN trademark, and other
9 damages in an amount to be proved at trial.

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11 **- COUNT THREE -**
12 **TRADEMARK DILUTION UNDER 15 U.S.C. § 1125(c)**

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14 52. Iron Maiden repeats and realleges each and every allegation set forth
15 in Paragraphs 1 to 37, 39 to 44 and 46 to 51 of this Complaint as if fully set forth
16 herein, and incorporates them herein by reference.

17 53. By virtue of Iron Maiden's long and continuous use of the IRON
18 MAIDEN trademark in interstate commerce, its mark has become and continues to
19 be famous within the meaning of 15 U.S.C. § 1125(c). As such, this mark is
20 eligible for protection against dilution pursuant to 15 U.S.C. § 1125(c).

21 54. Defendant's use of a virtually exact copy of the IRON MAIDEN
22 trademark in connection with advertising, promotion and sale of its computer game
23 and merchandise, as described hereinabove, has threatened to cause, and has
24 caused, dilution of the distinctive quality of Iron Maiden's famous IRON
25 MAIDEN trademark by lessening its capacity to identify Iron Maiden's goods in
26 violation of 15 U.S.C. § 1125(c).

1 55. Iron Maiden has no adequate remedy at law that will compensate it for
2 the continued and irreparable harm it will suffer if Defendant's acts are allowed to
3 continue.

4 56. As a direct and proximate result of Defendant's conduct, Iron Maiden
5 has suffered damages to the valuable IRON MAIDEN trademark, and other
6 damages in an amount to be proved at trial.

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9 **- COUNT FOUR -**
10 **COMMON LAW TRADEMARK**
11 **AND TRADE NAME INFRINGEMENT**

12 57. Iron Maiden repeats and realleges each and every allegation set forth
13 in Paragraphs 1 to 37, 39 to 44, 46 to 51 and 53 to 56 of this Complaint as if fully
14 set forth herein, and incorporates them herein by reference.

15 58. Defendant has violated Iron Maiden's exclusive common law rights in
16 the IRON MAIDEN trademark.

17 59. Iron Maiden has continuously used its IRON MAIDEN trademark to
18 identify its goods in California and elsewhere and to distinguish its goods from
19 goods of a different origin. As such, Iron Maiden has common law rights to the
20 IRON MAIDEN trademark.

21 60. Defendant's acts described above constitute trade mark infringement
22 and trade name infringement under the common laws of the United States,
23 including California.

24 61. Iron Maiden has no adequate remedy at law that will compensate it for
25 the continued and irreparable harm it will suffer if Defendant's acts are allowed to
26 continue.

1 62. As a direct and proximate result of Defendant's conduct, Iron Maiden
2 has suffered damages to the valuable IRON MAIDEN trademark, and other
3 damages in an amount to be proved at trial.

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5 **- COUNT FIVE -**
6 **UNFAIR COMPETITION**
7 **CAL. BUS. & PROF. CODE §17200 ET SEQ.**

8 63. Iron Maiden repeats and realleges each and every allegation set forth
9 in Paragraphs 1 to 37, 39 to 44, 46 to 51, 53 to 56 and 58 to 62 of this Complaint as
10 if fully set forth herein, and incorporates them herein by reference.

11 64. Defendant's acts, as alleged herein, have impaired Iron Maiden's
12 goodwill, have created a likelihood of confusion, and have otherwise adversely
13 affected Iron Maiden's business and reputation. These acts constitute unfair
14 competition in violation of California Business and Professions Code §§17200 et
15 seq. and California common law.

16 65. Iron Maiden has no adequate remedy at law that will compensate it for
17 the continued and irreparable harm it will suffer if Defendant's acts are allowed to
18 continue.

19 66. As a direct and proximate result of Defendant's conduct, Iron Maiden
20 has suffered damages to the valuable IRON MAIDEN trademark, and other
21 damages in an amount to be proved at trial.

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23 **PRAYER FOR RELIEF**

24 WHEREFORE, Iron Maiden demands entry of a judgment granting relief
25 against Defendants as follows:
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1 A. A ruling that Defendant has violated 15 U.S.C. § 1114(a), that Iron
2 Maiden has been damaged by such violations, and that the Defendant is liable to
3 Iron Maiden for such violations;

4 B. A ruling that Defendant has violated 15 U.S.C. § 1125(a), that Iron
5 Maiden has been damaged by such violations, and that the Defendant is liable to
6 Iron Maiden for such violations;

7 C. A ruling that Defendant has violated 15 U.S.C. § 1125(c), that Iron
8 Maiden has been damaged by such violations and that Defendant is liable to Iron
9 Maiden for such violations;

10 D. A ruling that Defendant has committed common law trademark
11 infringement and unfair competition, that Iron Maiden has been damaged by such
12 infringement, and Defendant is liable to Iron Maiden for common law trademark
13 infringement;

14 E. A ruling that Defendant has violated Cal. Bus. & Prof. Code §17200
15 et seq.;

16 F. An Order requiring Defendant to pay Iron Maiden compensatory
17 damages in an amount as yet undetermined caused by the foregoing acts, and
18 trebling such damages in accordance with 15 U.S.C. § 1117, and other applicable
19 laws;

20 G. An Order requiring Defendant to pay Iron Maiden statutory damages
21 of \$2,000,000.00 in accordance with 15 U.S.C. § 1117(c);

22 H. An Order requiring Defendant to either cancel registration of the
23 domain name ionmaiden.com or transfer the ownership of that registration to Iron
24 Maiden;

25 I. A ruling that Defendant has no right or authority to issue, grant,
26 register, license, or otherwise authorize use of and/or use, copy, reproduce, or
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1 display the IRON MAIDEN trademark or confusingly similar marks, including,
2 but not limited to, the Ion Maiden name, in connection with selling, advertising, or
3 promoting Defendant's products without Iron Maiden's consent;

4 J. A ruling that Defendant's violation of Iron Maiden's rights has been
5 willful;

6 K. A ruling that this case is "exceptional," in the sense of 15 U.S.C. §
7 1117(a);

8 L. Under all claims for relief, that the Court issue temporary,
9 preliminary, and permanent injunctions and/or restraining orders enjoining
10 Defendant, its employees, agents, successors and assigns, and all those in active
11 concert and/or in participation with it, and each of them who receives notice
12 directly or otherwise of such injunctions, from:

- 13 (1) imitating, copying, or making any unauthorized use of the
14 IRON MAIDEN trademark, including, without limitation to,
15 making any unauthorized use of the Ion Maiden name;
- 16 (2) importing, manufacturing, producing, distributing, circulating,
17 selling, offering for sale, advertising, promoting or displaying
18 any services or products using the IRON MAIDEN trademark
19 or any other simulation, reproduction, counterfeit, copy, or
20 colorable imitation of the IRON MAIDEN trademark,
21 including, without limitation to, the Ion Maiden name;
- 22 (3) using the Iron Maiden name or any other any simulation,
23 reproduction, counterfeit, copy or colorable imitation of the
24 IRON MAIDEN trademark, including, without limitation to,
25 the Ion Maiden name, in connection with the promotion,
26 advertisement, display, sale, offer for sale, manufacture,
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1 production, circulation or distribution of any product or service;
2 (4) using any false designation of origin or false description
3 including, without limitation, any letters, symbols, or designs
4 constituting the IRON MAIDEN trademark or performing any
5 act which can, or is likely to, lead members of the trade or
6 public to believe that any service or product manufactured,
7 distributed or sold by Defendant is in any manner associated or
8 connected with Iron Maiden, or the IRON MAIDEN trademark,
9 or is sold, manufactured, licensed, sponsored, approved or
10 authorized by Iron Maiden;

11 M. An Order that Defendant immediately expressly abandon all pending
12 trademark application(s) or registration(s) of the Iron Maiden mark or name;

13 N. For an Order directing that Defendant deliver for destruction all
14 products, labels, tags, signs, prints, packages, videos, and advertisements in their
15 possession or under their control, bearing or using the Iron Maiden name or any
16 other simulation, reproduction, counterfeit, copy or colorable imitation of the
17 IRON MAIDEN trademark, and all plates, molds, matrices and other means of
18 making the same, pursuant to 15 U.S.C. § 1118;

19 O. An Order directing such other relief as the Court may deem
20 appropriate to prevent the trade and public from deriving the erroneous impression
21 that any service or product manufactured, sold or otherwise circulated or promoted
22 by Defendant is authorized by Iron Maiden or is related in any way to Iron
23 Maiden's products and/or services;

24 P. An Order directing Defendant and its agents, employees, servants,
25 attorneys, successors, and assigns, and all others in privity or acting in concert
26 therewith, to file with this Court, and serve upon Iron Maiden's counsel within
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1 thirty (30) days after entry of such judgment, a written report under oath, setting
2 forth in detail the manner and form in which it has complied with such judgment;

3 Q. An Order permitting Iron Maiden, and/or auditors of Iron Maiden, to
4 audit and inspect the books, records, and premises of Defendant and related
5 corporations for a period of six (6) months after entry of final relief in this matter,
6 to determine the scope of Defendant's past use of Iron Maiden's intellectual
7 property, including all manufacturing, distribution, and sales of products bearing
8 the Iron Maiden name, as well as Defendant's compliance with the orders of this
9 Court;

10 R. An award of Iron Maiden's costs and disbursements incurred in this
11 action, including Iron Maiden's reasonable attorneys' fees;

12 S. An Order requiring Defendant to file with the Court and provide to
13 Iron Maiden's attorney an accounting of all sales and profits realized by Defendant
14 through the use of the Iron Maiden name;

15 T. An award of interest, including pre-judgment interest on the foregoing
16 sums; and

17 U. For such other and further relief as the Court may deem just and
18 proper.
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JURY DEMAND

Plaintiff Iron Maiden demands trial by jury for all issues so triable.

Dated: May 28, 2019

Respectfully submitted,
s/Kenneth A. Feinswog
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